



Postrope Pty Ltd (ACN 167 464 360)

Terms and Conditions for Posters and Ropers

TERMS AND CONDITIONS

Postrope Pty Ltd (ACN 167 464 360), (referred to as **Postrope, we or us**) provides an online social network to connect service providers and purchasers (collectively, the **Services**). The Services are available through our website, accessible at www.postrope.com and may be available through other addresses or channels (each a **Site**).

These Terms & Conditions (**Terms**) form a binding legal agreement between Postrope, its directors, officers, employees, successors and assignees, and each person, organisation or entity using our Services (**you, your or User**).

These Terms contain important information and terms, including to limit our liability to you. By using the Site and Services, you agree to comply with and be legally bound by the Terms.

Please read the Terms carefully. Please contact us if you have any questions. You can contact us at admin@postrope.com.

Definitions

"Account" means an account that a Member creates on the Site.

"Content" means all Content on the Site or Services, including any Content licensed from a third party.

"Postrope Content" means any content that Postrope makes available on the Site.

"Content" means text, graphics, images, audio, video, information or other similar materials.

"Fee" means the fees payable by the Roper, as set out on our Site. This includes the fee payable to the Poster, fees and charges payable to PayPal, and the administrative fee payable to Postrope.

"Listing" means a Post or a Rope.

"Member" means a person who completes Postrope's membership process to create an Account.

"Post" means an offer to provide a Product to a Roper.

"Poster" means a user who provides a Product to the Roper.

"Rope" means a request for a Product to be purchased and posted to a Roper.

"Roper" means a user who seeks a Product to be purchased. **"Site"** means the website available at www.postrope.com

"Tax" or "Taxes" mean any goods and services taxes ("GST"), sales taxes, value added taxes ("VAT") and other similar municipal, state and federal indirect or other withholding and personal or corporate income taxes. **"User"** means any person that uses the Postrope Site.

"User Content" means all Content that a User posts, uploads, publishes, submits or transmits to be made available through the Site.

1. Introductory Service Only

- (a) The Site provides an online introductory platform for Posters and Ropers to connect.
- (b) Ropers create Ropes as set out on the Site.
- (c) Posters make offers to Post, as set out on the Site.
- (d) You understand and agree that Postrope is not a party to any agreement entered into between a Poster and a Roper. That is a private arrangement between the Poster and the Roper. It is strictly and expressly not part of your agreement with Postrope.
- (e) Postrope is not an agent, broker, insurer, or transport of logistics business. We have no control over the conduct of Posters, Ropers and other users of the Site and Services. We disclaim all liability in this regard, as set out below in the Terms.

- (f) Postrope does not provide Posting or Roping services. Postrope's responsibilities are limited to: (i) facilitating the availability of the Site and Services and (ii) serving as the limited agent of each Poster for the purpose of accepting payments from Ropers on behalf of the Poster.

2. Use Site, Post and Rope at own risk

You use this Site at your own risk. Postrope cannot and does not control the content contained in any Listings, the validity or authenticity of a Post, the validity or authenticity of a Rope, or any User Content. Postrope is not responsible for and disclaims any and all liability related to any and all Listings, Posts and Ropes. Accordingly, any and all arrangements are made at the Poster and Roper's own risk.

3. Contract capacity

Your use of our Services indicates that you have had sufficient opportunity to access the Terms and contact us, that you have read, accepted and will comply with the Terms, that you have legal capacity to enter into a contract for sale, and that you are eighteen (18) years or older or if younger than eighteen (18) years you have the approval of your parent or guardian. If you do not agree to the Terms, do not use our Services.

4. Other Terms and Conditions

The Terms of Use on our Site set out the terms and conditions for using our Site. The Privacy Policy on our Site sets out how we collect, use and protect your personal information. These are both available on our Site. These Terms take priority over any other terms and conditions, for the subject matter of these Terms.

5. Amendment

These Terms may be amended from time to time, without prior notice. Your use of our Site and/or Services following any such amendments will be deemed to be confirmation that you accept those amendments. We recommend that you check the current Terms, before purchase. Our agents, employees and third parties do not have authority to change the Terms.

6. Your Account

Your profile page for your use of the Site is created from the personal information you provide to us. You may have one (1) Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Postrope reserves the right to suspend or terminate your Account and your access to the Site and Services if any information provided to us, including Listings are false, misleading, deceptive, inaccurate, not current or incomplete.

7. Your Account Safety

It is your responsibility to keep your Account details and password confidential. You are liable for all activity on your Account, including purchases made using your account details. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify Postrope of any unauthorized use of your Account.

8. Transaction and Payment

- (a) The interactions between the Poster and the Roper are described on the Site.
- (b) Each Roper has complete discretion on which Poster they choose, or to choose no Poster.
- (c) Once a Roper has chosen a Roper, the Roper must pay the amount specified by the Poster.

- (d) You agree to pay the Fees specified on the Site at the time at the time you seek our Services, in the currency specified on the Site.
- (e) You pay for the Services through PayPal. Your payment will be processed upon receipt of your order. You must not pay, or attempt to pay, for an order through any fraudulent or unlawful means. If your payment is not able to be successfully processed then your order may be cancelled.
- (f) In the absence of fraud or mistake, all payments made are final and you shall not have the right to cancel your purchase for any reason and further you agree to satisfy all such payments made, with exception to action taken under our Refund Policy set out below.
- (g) If you make a payment by debit card or credit card, you warrant that the information you provide to us is true and complete, that you are authorised to use the debit card or credit card to make the payment, that your payment will be honoured by your card issuer, and that you will maintain sufficient funds in your account to cover the purchase price.
- (h) Nothing prevents us from taking any action necessary to recover any unpaid Fees. If you fail to pay, your information will be passed on for collection and or legal action. You acknowledge and agree that you are liable for and will pay all costs including debt collection, commission, solicitor's fees and any out of pocket expense. .
- (i) Our pricing structure or payment methods may be amended from time to time in our sole discretion.

9. User Obligations

- (a) Account holders are permitted to create Listings. Ropers create a Rope and Posters make offers to Post, providing the information requested on the Site. Listings will be made publicly available on the Site.
- (b) Members will rely on the information provided in your Listing. Once a Roper has accepted the offer for a Post, the terms of the Rope and the Post may not be altered, except by mutual agreement between the Roper and the Poster in writing.
- (c) Each User acknowledges and agrees that he or she is responsible for any and all Listings posted. Each User represents and warrants that any Listing you post and any services that you provide:
 - will not breach any agreements you have entered into with any third parties;
 - will (be in compliance with all applicable laws, Tax requirements, and rules and regulations that may apply in your local area and country, and
 - will not conflict with the rights of third parties.
- (d) We assume no responsibility for a User's compliance with any applicable laws, rules and regulations.
- (e) Each Roper is responsible for, and represents and warrants that the Roper will pay for the agreed Product and the services of the Poster, on the terms agreed.
- (f) Each Poster is responsible for, and represents and warrants that the Poster will provide the agreed Product and the services of the Poster, on the terms agreed.
- (g) We reserve the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Postrope, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site or Services.

- (h) We are the limited authorized agent of the Poster for the purpose of accepting payments from Ropers on behalf of the Poster, and we are responsible for transmitting such payments to the Poster. This is the only legal relationship between Postrope and a Poster and Postrope and a Roper.
- (i) We recommend that Members obtain and maintain appropriate insurance. Postrope does not provide insurance for Users.

10. **Cancellations and Disputes between Ropers and Posters**

- (a) A Roper can cancel a Rope, and a Poster can cancel a Post, before the Roper accepts the Post.
- (b) Disputes between Posters and Ropers will be addressed using the Paypal dispute resolution system that allows for the Roper to dispute the transaction with the Poster and vice versa. PayPal systems allow for a payment to be reversed minus relevant fees. If an offer is accepted, then the Postrope Fee is payable.

11. **Consumer Guarantees and Refund Policy**

- (a) Consumer legislation in Australia including the Australian Consumer Law (**ACL**) in the *Consumer and Competition Act 2010* (Cth), provides consumers with guarantees that cannot be excluded, restricted or modified (**Rights**). Similar consumer protection laws and regulations in other countries may provide consumers with similar guarantees.
- (b) If you are a consumer as defined in the ACL, the following notice applies to you: We guarantee that the Services that Postrope supplies to you are rendered with due care and skill; fit for the purpose that we advertise, or that you have told us you are acquiring the Services for or for a result which you have told us you wish the Services achieve, unless we consider and disclose that this purpose is not achievable; and will be supplied within a reasonable time. To the extent we are unable to exclude liability; our total liability for loss or damage you suffer or incur from our Services is limited to us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us for the Services to which your claim relates.
- (c) Postrope makes no guarantee over the services or Products provided by a Roper. The Australian Consumer Law may or may not apply between a Poster and a Roper. Postrope is not responsible for or involved in the legal relationship between a Roper and a Poster, except as set out in these Terms.

12. **Copyright and Intellectual Property**

- (a) Our Site contains material which is owned by or licensed to us (or our affiliates and/or third party licensors as applicable), and is protected by Australian and international laws, including but not limited to the trademarks, trade names, software, content, design, images, graphics, layout, appearance, layout and look of the Site. Postrope, the Postrope logo, and other Postrope material used in connection with the Application are unregistered or registered trademarks of Postrope (collectively **Postrope Marks**).
- (b) Intellectual Property includes all code, algorithms, copyright, fees, pricing, registered and unregistered Postrope Marks, logos, slogans, designs, audio tracks, information, images, photographs, patents, know-how, trade secrets, ideas, methods, diagrams, drawings, databases, notes, documents, confidential information and any other proprietary or industrial rights relating to Postrope (in each case whether registered or unregistered or whether capable of registration), together with any applications for registration and any rights to registration or renewal of such rights anywhere in the world and whether created before or after the date of these Terms; goodwill in the business; trade, business company or organisation names; internet domain names; and Site content, images and layout.

- (c) You agree that, as between you and us, we own all Intellectual Property rights in the Site and Services, and that nothing in these Terms constitutes a transfer of any Intellectual Property rights. We own the copyright which subsists in all creative and literary works displayed in the Site and Services. The Site and Services are protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary rights, and also may have security components that protect digital information only as authorized by Postrope or the owner of the content.
- (d) Other trademarks, service marks, graphics and logos used in connection with the Site and Services are the trademarks of their respective owners (collectively Third Party Marks).
- (e) The Intellectual Property, Postrope Marks and Third Party Marks may not be copied, imitated or used, in whole or in part, without the prior written permission of Postrope or the applicable trademark holder.
- (f) Users do not obtain any interest or license in the Intellectual Property, Postrope Marks or Third Party Marks without the prior written permission of Postrope or the applicable trademark holder. Users may not do anything which interferes with or breaches the Intellectual Property rights.

13. User License

- (a) Subject to these Terms, Postrope grants the User a personal, non-exclusive, non-transferable, limited and revocable license to use the Site and Services for your own personal and/or non-commercial use only on a computer or mobile device (each a **Device**) owned or controlled by User as permitted in accordance with these Terms (**User License**), and not to use the Site and Services in any other way or for any other purpose, apart from local fair dealing legislation. All other uses are prohibited without our prior written consent.
- (b) The right to use the Site and Services is licensed to you and are not being sold to you. You have no rights in the Site and Services other than to use it in accordance with these Terms.
- (c) This Agreement and User License governs any updates to, or supplements or replacements for, the Site and Services, unless separate Terms accompany such updates, supplements or replacements, in which case the separate Terms will apply.

14. User Permissible and Prohibited Conduct

You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Site and Services. In connection with your use of our Site and Services, you may not and you agree that you will not:

- (a) use the Site or Services for any commercial or other purposes that are not expressly permitted by these Terms;
- (b) register for more than one Account or register for an Account on behalf of an individual other than yourself;
- (c) create a Rope or accept a Post false or misleading information or that you do not intend to pay for;
- (d) offer a Post with false or misleading information, or that you do not intend to provide;
- (e) contact a Poster for any purpose other than asking a question related to a Listing, Poster service or booking;
- (f) contact a Roper for any purpose other than asking a question related to a Rope;
- (g) use the Site and Services to find a Poster or Roper and then complete a booking or transaction independent of the Site or Services in order to circumvent the obligation to pay any Fees related to Postrope's provision of the Services;

- (h) violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and Tax regulations;
- (i) copy, store or otherwise access any information contained on the Site and Services or Content for purposes not expressly permitted by these Terms;
- (j) infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- (k) use our Site or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- (l) use our Site or Services in connection with the distribution of unsolicited commercial email, i.e. spam or advertisements;
- (m) stalk or harass any other user of our Site or Services or collect or store any personally identifiable information about any other user other than for purposes of transacting as a Roper or Poster;
- (n) encourage or solicit any Member to join third party services or websites that are similar to or compete with Postrope;
- (o) use, display, mirror or frame the Site, or any individual element within the Site, Services, Postrope's name, any Postrope trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Postrope's express written consent; or
- (p) advocate, encourage, or assist any third party in doing any of the foregoing.

15. Content

The Site, Services, and Postrope Content are protected by copyright, trademark, and other laws of Australia and foreign countries. You acknowledge and agree that the Site, Services and Collective Content, including all associated intellectual property rights is the exclusive property of Postrope and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site and Services, or Collective Content.

You must not post, upload, publish, submit or transmit any Content that:

- (a) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
- (b) is fraudulent, false, misleading or deceptive;
- (c) denigrates the Site, Services, or a Member;
- (d) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
- (e) is defamatory, obscene, pornographic, vulgar, offensive, promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
- (f) is violent or threatening or promotes violence or actions that are threatening to any other person; or
- (g) promotes illegal or harmful activities or substances.

16. User Content

Members are permitted to post, upload, publish, submit or transmit User Content. By making available any User Content on or through the Site and Services, you grant to Postrope a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license to use the User Content, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content on, through, or by means of the Site and Services. You are solely responsible for all User Content that you make available through the Site and Services. You represent and warrant that:

- (a) you either are the sole and exclusive owner of all User Content that you make available through the Site and Services, or that you have all rights, licenses, consents and releases that are necessary to grant to Postrope the rights in such User Content, as contemplated under these Terms; and
- (b) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or Postrope's use of the User Content (or any portion thereof) on, through or by means of the Site and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

17. Disclaimers

- (a) Postrope does not endorse any Member or any Listing. We require Members to confirm that they have provided accurate and complete information. We do not however attempt to confirm, and we do not confirm, any Member's identity or Listing. You are responsible for determining the identity and suitability of people who you contact via the Site and Services.
- (b) Postrope accepts no responsibility for and make no representations or warranties to you or to any other person as to the reliability, accuracy or completeness of the information contained on the Site.
- (c) Postrope is not responsible for any loss, damage or harm resulting from your use of the Site or interactions with other Members, including any damage to a person, property or a Product.
- (d) Postrope accepts no liability for Products, including any delay, failure of the Product to match the Product description in the Rope, or failure of the Product to arrive.
- (e) By using the Site or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the Member or other third party who caused you harm. We encourage you to communicate directly with the relevant Member on the Site and Services regarding any Listing and acceptance of a Listing, including to resolve any dispute between you.
- (f) To the fullest extent allowable under applicable law, we disclaim all warranties, representations and conditions, whether express or implied, including any warranties, representations and conditions that the Site or Services are merchantable, of satisfactory quality, reliable, accurate, complete, suitable or fit for a particular purpose or need, non-infringing or free of defects or errors.

18. Limitation of Liability:

- (a) You use the Site and the Services at your own risk. We exclude all express and implied conditions and warranties, except for your Rights, to the fullest extent permitted by law, including but not limited to:

- Postrope expressly disclaims any implied or express guarantees, warranties, representations or conditions of any kind, which are not stated in these Terms;
 - Postrope does not warrant that the Site, the Services, the Content on the Site, or your access to the Site or the Services will be error free, that any defects will be corrected or that the Site or the server which stores and transmits material to you are free of viruses or any other harmful components;
 - Postrope will not be liable for, the Site, the Services, the Roper's services or the Poster's services being unavailable, failing to meet the Listing description, failure of the Product to match the Product description in the Rope, failing to meet your needs, or of being less than merchantable quality;
 - Postrope will not be liable for delivery of Products, including any delay, failure of the Product to match the Product description in the Rope, or failure of the Product to arrive; and
 - Postrope will not be liable for any loss, damage, costs or expense whether direct, indirect, incidental, special, consequential and/or incidental, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress, loss of revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption, loss of programs or other data on your information systems or costs of replacement goods, or otherwise, suffered by you or claims made against you, arising out of or in connection with the Site, Services, Content, inability to access or use the Site, the Services, the Listing, the Poster Services, or the Terms, even if Postrope was expressly advised of the likelihood of such loss or damage.
- (b) You agree not to attempt to impose liability on, or seek any legal remedy from Postrope with respect to such actions or omissions.
- (c) Our total liability arising out of or in connection with the Site, the Services or the Terms, however arising, including under contract, tort, including negligence, in equity, under statute or otherwise, will not exceed the total Fee paid by you for the Service giving rise to the liability, or one hundred dollars (AUD\$100) if no such payments have been made, as applicable.
- (d) The limitations of damages set forth above are fundamental elements of the basis of the bargain between Postrope and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.
- (e) This limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of Postrope.

19. Indemnity

- (a) You agree to defend and indemnify and hold us (and our parent, related bodies corporate, officers, directors, contractors, employees and agents) harmless from and against any claims, actions, suits, demands, damages, liabilities, costs or expenses (including legal costs and expenses on a full indemnity basis), including in tort, contract or negligence, arising out of or connected to your use of or access to our products; any breach by you of these Terms; any wilful, unlawful or negligent act or omission by you; and any violation by you of any applicable laws or the rights of any third party.

- (b) We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate in asserting any available defences.
- (c) This defence and indemnification obligation will survive these Terms and your use of the Site or Services. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.

20. **General**

- (a) **Accuracy:** While we endeavour to keep the information up to date and correct, we make no representations, warranties or guarantee, express or implied, about the completeness, accuracy, reliability, suitability or availability of any information, images, products, services, or related graphics contained on the Site for any particular purpose. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we expressly exclude any liability for such to the fullest extent permissible by law.
- (b) **Termination:** We reserve the right to refuse supply of the products ordered by you, terminate your account, terminate our contract with you, and remove or edit content, including User Content, on our Site at our sole discretion, without incurring any liability to you.
- (c) **Force Majeure:** We will not be liable for any delay or failure to perform our obligations under the Terms if such delay is due to any circumstance beyond our reasonable control. If we are delayed from performing our obligations due to such a circumstance for a period of at least 2 months, we may terminate our agreement with you by giving you 5 business days' notice in writing.
- (d) **Notice:** Any notice in connection with the Terms will be deemed to have been duly given when made in writing and delivered or sent by email, facsimile or post to the party to whom such notice is intended to be given or to such other address, email address or facsimile number as may from time to time be notified in writing to the other party.
- (e) **Waiver:** Any failure by a party to insist upon strict performance by the other of any provision in the Terms will not be taken to be a waiver of any existing or future rights in relation to the provision. No waiver by us of any of the Terms shall be effective unless we expressly state it is a waiver and we communicate to you in writing.
- (f) **Assignment:** You must not assign any rights and obligations under the Terms whether in whole or in part without our prior written consent.
- (g) **Severability:** If any of the Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- (h) **Jurisdiction and Applicable Law:** These Terms, your use of this Site and any dispute arising out of your use of it is subject to the laws of Victoria, Australia, and subject to the exclusive jurisdiction of the Victoria courts. The Site may be accessed throughout Australia and overseas. Postrope makes no representation that the content of the Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access the Site from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the Site.
- (i) **Entire Agreement:** These Terms and any document expressly referred to in them represent the entire agreement between you and Postrope and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

For questions and notices, please contact us at:

Postrope Pty Ltd (ACN 167 464 360)

Email: admin@postrope.com

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